

## **6. HUB PARK LEASE**

## **SUMMARY OF HUB PARK LEASE**

As a result of the original approvals of the Encina Power plant, SDG&E and the City enter into a lease in 1975 which allows the City to use a portion of the SDG&E-owned property on the south shore of Agua Hedionda Lagoon for park and recreational purpose. The term of the lease is for 60 years but can be extended to 99 years or until 2074. The subject lease land is approximately 91 acres and is known as Hub Park. The possibility of developing a park at this location is also reflected in the Local Coastal Program Agua Hedionda Land Use Plan). The lease allowed SDG&E to continue to lease a portion of the lease land to the Strawberry Fields farmer until the City provides notice of its intent to develop the property with park and recreation uses. A copy of the lease is attached.

L E A S E

THIS LEASE, made and entered into as of the 10th day of November, 1975, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation, hereinafter called "Lessor", and the CITY OF CARLSBAD, CALIFORNIA, a municipal corporation, hereinafter called "Lessee",

W I T N E S S E T H:

WHEREAS, In 1971 Lessor requested specific plan approval for certain public utility operations in the City of Carlsbad; and

WHEREAS, In the course of processing said request Lessor offered to make a portion of the property covered by the specific plan available to the Lessee for park and recreational purposes, and

WHEREAS, Said offer was accepted by Lessee and incorporated in Ordinance No. 9279 which approved the specific plan as a condition thereof; and

WHEREAS, In accordance with Section 2, Condition No. 3, of Ordinance No. 9279, Lessor and Lessee have resolved the details regarding the lease of certain hereinafter described real property;

NOW, THEREFORE, in consideration of the performance of the terms and conditions hereof the parties agree as follows:

1. Leased Premises. Lessor does hereby lease to Lessee

those certain premises located in the City of Carlsbad, State of California, containing approximately ninety-one (91) acres as generally shown on the map marked Exhibit "A", attached hereto and made a part hereof. Lessor shall survey the premises within ninety (90) days of the execution of this lease and shall furnish Lessee with a legal description to be attached hereto as Exhibit "B" and made a part hereof.

2. Use. The leased premises may be used by Lessee for park and recreation purposes which shall be supervised to the same extent as other comparable properties owned by Lessee and used for the same purpose. Lessee shall not use the leased premises for any commercial or business purpose that does not reasonably relate to the use of the premises for park and recreation purposes.

3. Term. The term of this lease shall be for a period of sixty (60) years commencing on the 10th day of November, 1975, and ending on the 9th day of November, 2035.

4. Renewal. Within ninety (90) days from the expiration of the initial sixty (60) year term, and each succeeding term thereafter, the parties may by written mutual agreement renew this lease for three (3) additional periods, each consisting of a ten (10) year term, plus one (1) additional term of nine (9) years. In no event shall the cumulative terms exceed ninety-nine (99) ~~years~~.

5. Additional Construction. This lease is made upon the express condition that the leased premises will be available for

use by Lessor at any and all times for repair or maintenance of existing and future facilities, as well as all other operations necessary in connection with its public utility operations. It is understood that Lessor may construct additional electrical transmission lines and/or other utility lines upon the leased premises and reserves the right to accomplish said construction. Lessor shall make reasonable efforts to coordinate such activities with Lessee to minimize the interference with the Lessee's use of the premises.

6. Rent. Lessee agrees to pay Lessor rent based on the amount of one half of the taxes assessed against the leased premises and paid by Lessor, but in no case shall the amount paid by the City exceed the sum of fourteen thousand dollars (\$14,000) annually. Lessee and Lessor shall take all reasonable steps to relieve Lessor of the real property tax liability on the leased premises for the term of the lease or any renewal as herein provided. The obligation of Lessee to pay rent shall not commence until five (5) years after execution of this lease or until Lessee has adopted a plan of development for the premises and obtained all permits necessary to accomplish the development, whichever occurs later.

7. Improvements. Lessee shall have the right to construct improvements upon the leased premises. Lessee agrees to consult with Lessor regarding any proposed improvements prior to the commencement of construction. No improvements, including grading or structures of any type, shall interfere with Lessors public utility facilities or operations on the leased premises. Lessor may relocate in a mutually agreeable manner any such improvement at Lessor's expense. Lessor will take every reasonable means to avoid relocation of Lessee's improvements. Upon termination of this lease, after receipt of a written demand from Lessor, Lessee shall remove all improvements

within ninety (90) days at Lessee's expense.

8. Protection and Patrols. Lessee agrees to police, regulate, and control the entry and activities in and upon the leased premises to the same extent as other comparable property owned by Lessee. In addition, Lessee will take reasonable steps to protect all Lessor-owned property surrounding or adjacent to the leased premises and exterior thereto so as to minimize any and all disturbances and damages, including the possibility of damage to property and injuries to persons incident to the use of said premises by any person entering thereon. Said protection shall be consistent with the protection given to other private property in the City of Carlsbad.

9. Waste. Lessee shall not commit, suffer, nor permit any waste, nuisances, or unlawful acts on the leased premises, and shall at all times maintain the same in a clean and sanitary condition in compliance with all applicable rules, laws, regulations, and ordinances respecting health and safety of the City of Carlsbad and County of San Diego, and the State of California.

10. Right of Entry. Lessor reserves the right to enter upon the leased premises at any time for the purpose of viewing, patrolling and inspecting the same to see if Lessee is faithfully complying with the terms and conditions of this lease.

11. Rights of Lessee. Lessee shall have no rights nor acquire any interest in or to the leased premises other than as provided in this lease and as a lessee and tenant thereof.

12. Default. Should default be made in the performance of any of the terms and conditions of this lease and such default shall continue for sixty (60) days after Lessee has been notified

in writing of such default, then Lessor may re-enter, take possession of said premises, and remove any and all persons and property of Lessee therefrom.

13. Assignment. Lessee shall not assign this lease nor sublease the leased premises except upon the written consent of Lessor which shall not be unreasonably withheld. Subject to the terms and provisions of this lease, Lessee may make any joint use agreement for the use or improvement of the premises and may grant permits, licenses or privileges to any agency, person or partnership to enter upon and/or use any or all of the leased premises, upon terms and conditions as the Lessee deems necessary or desirable.

14. Waiver. Any waiver by Lessor of any breach of one or more of the terms, covenants, and conditions of this lease shall not be a waiver of any subsequent or other breach of the same, or of any other term or condition hereof.

15. Indemnity. Lessee hereby agrees to indemnify, save and hold Lessor harmless from and against any and all demands, claims, suits, loss, damage, injury, resulting from any act or omission of Lessee, its employees, agents, permittees, invitees, or other persons upon the leased premises with or without the consent of Lessee to the person or persons, or property or properties of any person, including injury to or death of any person in any way arising from use and occupancy of the leased premises by Lessee, its agents, servants, employees, or invitees, whether actual or implied by law.

It is the mutual intention and agreement of the parties that the foregoing indemnity provisions shall extend to any and

all damages suffered by Lessor to its property adjacent to the leased premises or injury to or death of any person upon the adjacent property in any way arising from the use or occupancy of the leased premises, occasioned by the negligent, willful, or intentional acts or omissions of any persons, using and who may be in or upon the leased premises.

16. Liability Protection. Lessee agrees to include the leased property in the liability protection program in use for other property owned by Lessee.

17. Notices. Notices to be given from or to either party may be addressed as follows:

- a. Lessor at 101 Ash Street, San Diego, California 92101.
- b. Lessee at 1200 Elm Avenue, Carlsbad, California 92008.

Notices shall be deemed given hereunder when placed by either party in the United States mail, postage prepaid, certified, and properly addressed to the other.

18. Ordinance No. 9279, Section 2, 13-B, 1-3. It is agreed that construction of park improvements, under Paragraph 7 of this lease, are not considered development of Lessor's property as specified in Ordinance No. 9279, Section 2, 13-B, 1-3.

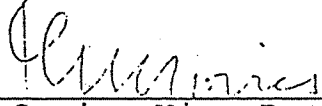
19. Existing Agricultural Lease. Lessee recognizes that a part of the park lease area is presently being leased by Lessor for agricultural purposes. Lessee agrees that Lessor may continue to lease this area for agricultural purposes and will not require the cancellation until Lessee's plans to develop the leased premises for its intended park use are ready to be implemented. Prior to



implementation, Lessee agrees to provide Lessor with one year's advance notice so that Lessor can arrange the termination of the agricultural use.

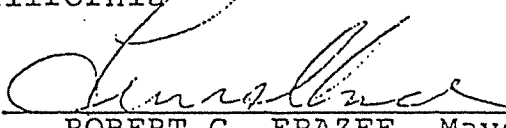
IN WITNESS WHEREOF, the parties have individually executed and caused this lease to be executed for and on behalf of each by their respective officers or agents as of the day and year first above written.

SAN DIEGO GAS & ELECTRIC COMPANY,  
a California corporation

By   
Senior Vice President

LESSOR

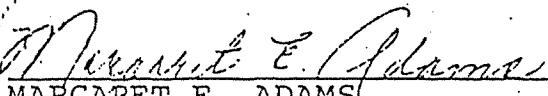
CITY OF CARLSBAD, a Municipal  
Corporation of the State of  
California

BY   
ROBERT C. FRAZEE, Mayor

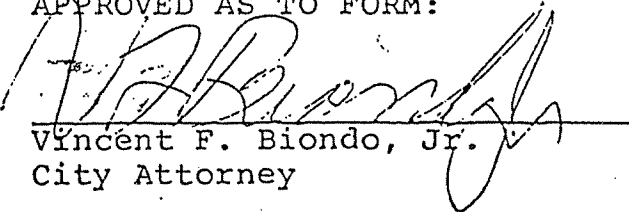
LESSEE

LEWIS L. CHASE, Vice Mayor

ATTEST:

  
MARGARET E. ADAMS  
City Clerk

APPROVED AS TO FORM:

  
Vincent F. Biondo, Jr.  
City Attorney

LEGAL DESCRIPTION OF HUB PARK SITE  
CITY OF CARLSBAD

That portion of Lots "F" and "H" of Rancho Agua Hedionda, in the City of Carlsbad, County of San Diego, State of California, according to Partition Map thereof No. 823, filed in the office of the County Recorder of said County, November 16, 1896, described as follows:

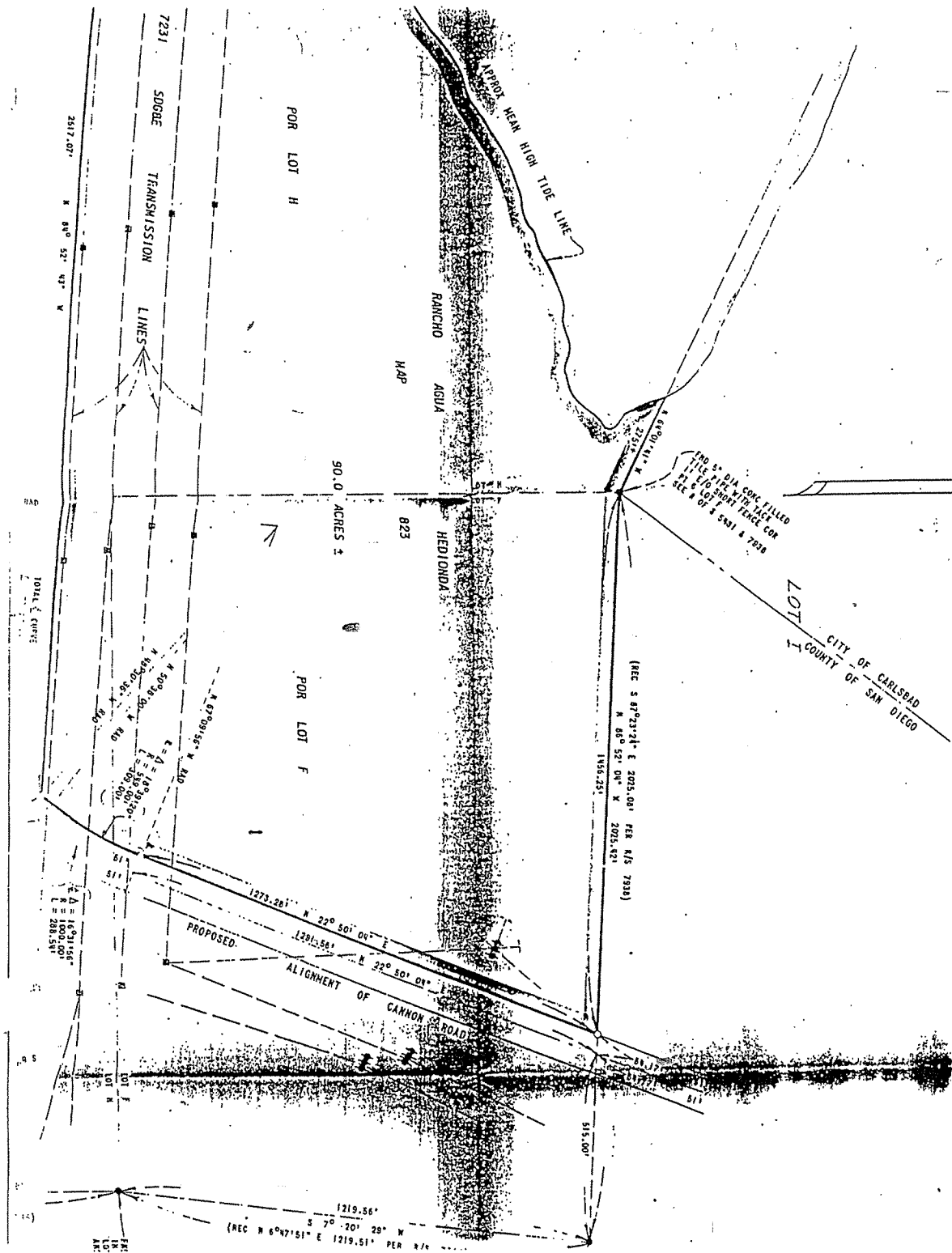
Beginning at the corner common to Lots "F", "H" and "I" of said Rancho Agua Hedionda; thence along the Northerly line of said Lot "F" South  $86^{\circ} 52' 04''$  East (record South  $87^{\circ} 23' 24''$  East per Record of Survey No. 7938), 1456.25 feet; thence leaving said line South  $22^{\circ} 50' 04''$  West, 1273.28 feet to the beginning of a 949.00 foot radius tangent curve concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of  $18^{\circ} 39' 20''$ , a distance of 309.00 feet; thence non-tangent North  $84^{\circ} 52' 43''$  West, 2517.07 feet; thence North  $27^{\circ} 23' 43''$  West, 392.39 feet; thence North  $84^{\circ} 52' 43''$  West, 453.19 feet; thence North  $07^{\circ} 51' 43''$  West, 259.19 feet; thence North  $89^{\circ} 26' 05''$  West, 404.67 feet; thence North  $16^{\circ} 24' 38''$  West, 440 feet more or less to the mean high tide line of Agua Hedionda upper Lagoon; thence Southeasterly, Northeasterly and Northwesterly along said mean high tide line to the Northeasterly line of said Lot "H"; thence along said line South  $64^{\circ} 01' 41''$  East, 275 feet more or less to the POINT OF BEGINNING.

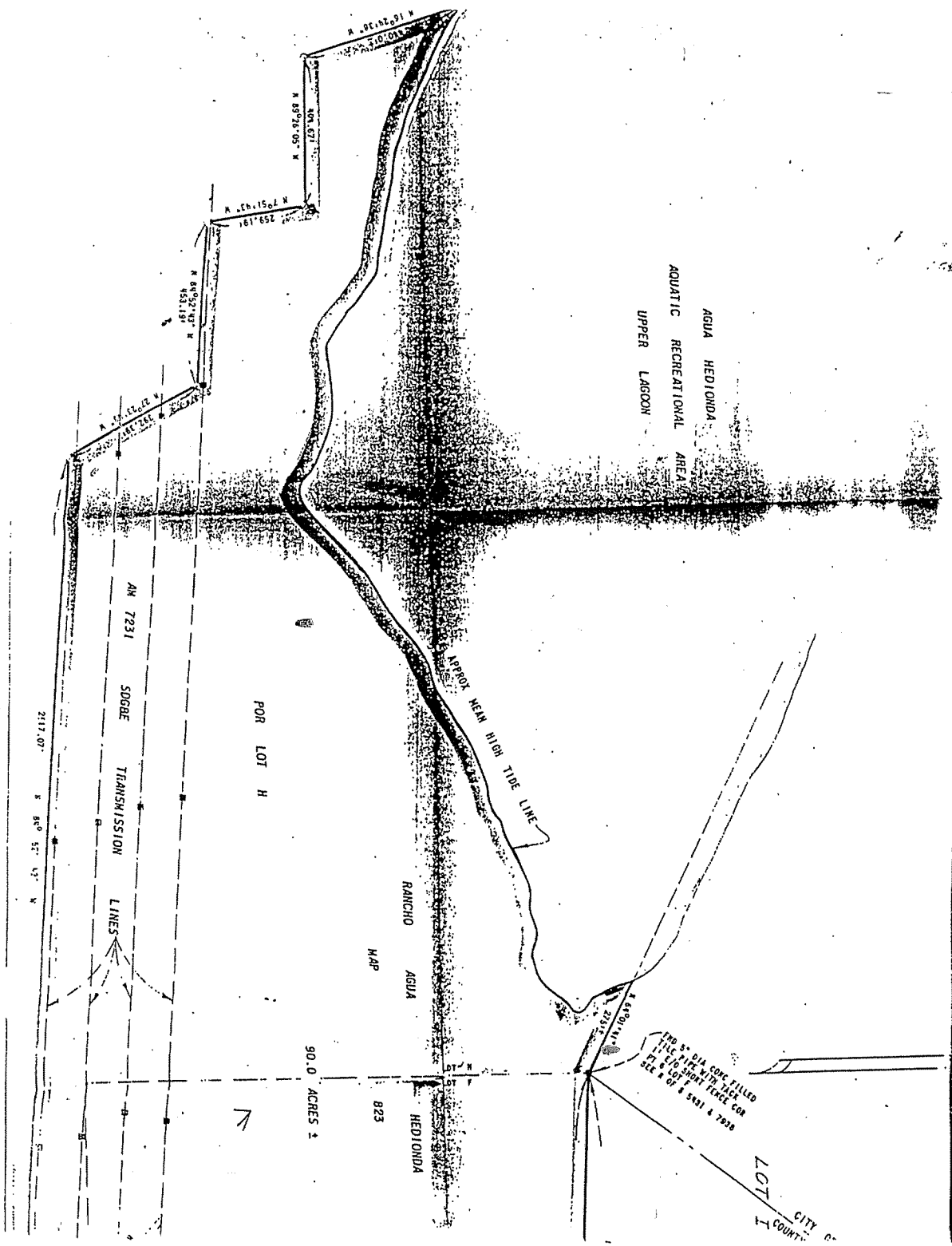
DESCRIPTION

PREPARED BY Bickley

COMPARED BY DEM

SKETCH NO. T-1500-22-5





(23)

FILED  
MAP 2052

FREEWAY

STATE

AGUA HEDIONDA

PAR 6 SBE MAP 141-37-73.B

LAGOON

POR PAR 7 SBE MAP 141-37-73.B

POR PAR 9  
SBE MAP 141-37-73.B

(210)  
1

(210)  
9

(2)  
SHT. 2

(206)  
20

(207)  
15

(207)  
10  
SHT. 2

(208)  
2

(212)  
1

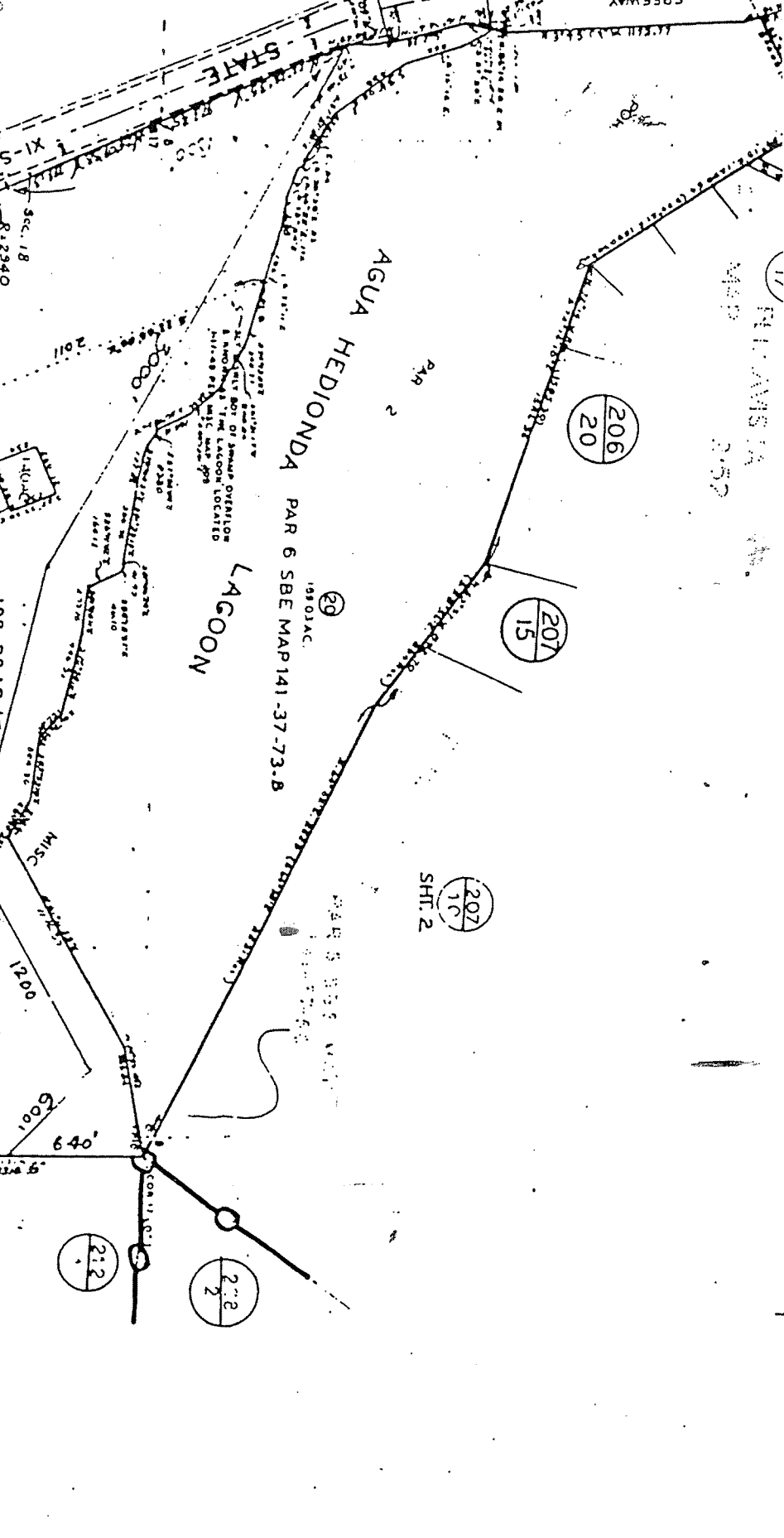
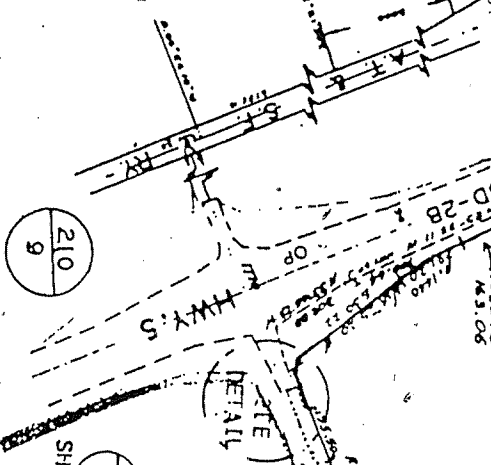
(22)

(34)

(11)  
00 96 AC

(2)  
SHT. 2

PAR 4



### The HUB Park

It is the intent of the parks and recreation plan to make the HUB park a major activity center. The central location allows physical contact or trail linkages to the service districts.

The HUB park is intended to comprise at least 100 acres. It is anticipated that the easterly portion of the San Diego Gas and Electric multiple use utility corridor area be used as the basis for the HUB. Some private land may be acquired, however.

Proposed parks and recreation uses in the HUB park would include a full range of opportunities. The HUB will function as a community-regional style facility.

The following is a list of potential development at the HUB park:

- Parks and recreation headquarters
- Parks and recreation - maintenance headquarters
- Community building
- Theatre arts building
- Multipurpose rooms and gym
- Multipurpose recreation courts
- Water oriented sports and activities
- Play apparatus
- Open free play area
- Softball diamonds
- Tennis courts
- Picnic areas
- Riding - hiking trails
- Model airplane area
- Little League fields
- Pop Warner field
- Soccer fields
- Golf Course
- Archery areas
- Handball and racquet courts